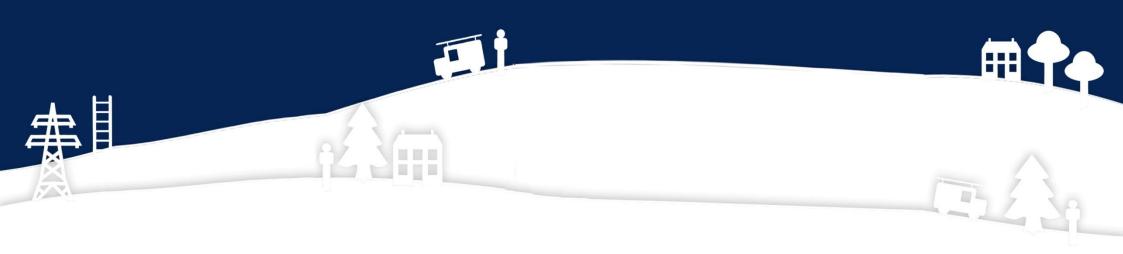
**ICPs & IDNOs:** 

**ENWL Training & Authorisation** Requests Process





Bringing energy to your door

# **Training & Authorisation Requests**

ICP & IDNO Guidance

This document has been produced to provide general guidance and clarification regarding the process to be followed by an ICP or IDNO who requires training and/or electrical authorisation from Electricity North West Limited, before connecting to/working on the Electricity North West Limited network.

### General Guidance:

When we receive your request for training/authorisation we will endeavour to provide you with the earliest dates possible.

For planning and resource purposes we set our Training Programme 12 months in advance, leaving a set number of 'gaps' to provide flexibility and allow us to react to any ad hoc requests that we receive. Something to bear in mind when requesting training/authorisation from Electricity North West Limited is that the training and interview slots are offered out on a 'first come, first served' basis, therefore the more notice you are able to give would normally mean you have a greater selection of dates to choose from.

We aim to respond to any correspondence within 5 working days and keep you up to date with any progress.

In line with our current processes:

- All required paperwork to book training places should be returned to us 6 weeks before the training commences (where possible).

NB: In exceptional circumstances we are sometimes able to waive the requirement for 6 weeks notice for booking training. We would always advise that you contact us as soon as possible explaining exactly what it is that you require, and we will do our best to accommodate you.

- All required paper work for authorisation must be returned to us before we book you an interview slot. This enables us to perform the relevant checks; offer appropriate advice and ensure that interview is the right option for you/your staff member as quickly as possible.



### Paperwork required

When requesting training we will normally provide you with the dates we have available and ask you to complete and return the following to us:

- Training booking form

NB: Upon receipt of this correctly completed form, we will then contact you via email to confirm the booking.

When requesting authorisation we will normally ask you to complete/provide the following:

- CV and/or proof of prior experience/training/authorisation
- Authorisation request form (renewal or new code request)

NB: You will be advised of what is required when requesting the Authorisation and the relevant blank paperwork will be forwarded to you, as it may vary depending on the Authorisation code you are requesting. A blank copy of each of the forms has been included in this booklet for your reference. If you are unsure as to which form is appropriate please contact us for advice.

Please note that if you delay in returning the relevant paperwork for booking training or authorisation interviews it may result in us having to offer you alternative dates.

### **Contact Details**

For any guery relating to training, authorisation or substation key requests please contact a member of the Academy team on these details:

Email: TheAcademy@enwl.co.uk

Telephone Number: 08433114747 (and select the appropriate option.)

### Requesting Authorisation and/or Training from Electricity North West Limited – Process Flow Authorisation need is identified by ICP/IDNO Is there a Training need associated with Authorisation Code requirement?. **NOT SURE** Email TheAcademy@enwl.co.uk stating Email TheAcademy@enwl.co.uk stating Email TheAcademy@enwl.co.uk stating that you are an ICP/IDNO and provide as that you are an ICP/IDNO and provide as that you are an ICP/IDNO and provide as much detail of your requirements as much detail of your authorisation much detail of your training and possible. requirements as possible. If you know authorisation requirements as possible. If which authorisation code is required you know which training course/trade test please state in the email. is required please state in the email. Training Academy team will respond to your email within 5 days either: - Asking you for more detail Training Academy team will respond to Training Academy team will respond to your email within 5 days either: your email within 5 days either: - Providing you with advice as to what - Asking you for more detail - Asking you for more detail we require you to do in order to or carry out the work you've - Providing you with available - Providing you with available training described. interview dates dates and costs - NB any relevant paperwork required - NB any relevant paperwork required NB any relevant paperwork required will will be included. will be included. be included.

Requesting Authorisation and/or Training from Electricity North West Limited – Process Flow cont....

NB: Where more detail has been requested from you for any of the above options please provide it as soon as possible so that we can progress your request as quickly as possible. After advice from the Training Academy team the ICP/IDNO is to ICP/IDNO to return completed paperwork ICP/IDNO to return completed paperwork return completed paperwork to to TheAcademy@enwl.co.uk, confirming to TheAcademy@enwl.co.uk, confirming TheAcademy@enwl.co.uk confirming which training dates they want to book. which interview dates they want to book. (as appropriate) which training dates/interview dates they want to book. - Training Academy team will respond via email, confirming booking (as appropriate). - Invoices (as appropriate) will be issued to ICP/IDNO after training has been completed.

### Cancellations policy

Any confirmed booking for training courses will be fully chargeable if cancelled within 21 days prior to the course start date.

NB: A confirmed booking is classed as any course where the booking form has been populated and returned (to Electricity North West Limited) by the ICP/IDNO and email confirmation has been sent back by us.

# Training Booking Form

Company Information									
Company Name:	Conta	ct Name:		Tel No: Email:					
Invoice Address:									
Purchase Order No:(Plea bookings will not be confirmed un Purchase Order number has been	nless a								
Course Title:			Course Code:						
Date of Course:									
Delegate Name	Nation Insura Numb	nce	Job Title	Cost per Ex. V		Authorisation Codes			
For Office use Only			JG/Jan15	Total cost	(ex VAT)	£			
<b>Customer No:</b>				VA	AT @20%	£			
Sundry Billing Number Invoice Number:	:		7	Total Cost	£				
Declaration: I accept the STANDARD TERMS Signed:	NG over	Print Nam	e	Date					

## **Initial Authorisation Request**

(Request Form for Employees/Contractors who do not already hold an Electricity North West Limited Authorisation)

Applicant						<u> </u>	or Official	Use Only:	
Full Name									
ENWL Staff Number						<sub>  B</sub>	ooking Re	ference	
Employer (contractors only)							J		
N.I. Number (contractors only)									
Craft									
Telephone						In	terview Da	ate	
Email									
Line Manager									
Name									
Job Title									
Address									
Telephone									
Email									
I confirm that the candidate has sufficient technical knowledge and/or experience to avoid danger and is conversant with Section of the Health and Safety at Work etc. Act 1974 and the requirements of the Electricity at Work Regulations 1989									
Signature							Date		
Supporting Documents (please tick) ✓									
	Current First Aid Training / Certificate CV detailing experience								
	Copy of Authorisations (other DNO's)  Relevant Training Records / Certificates								
Digital Photo – passport-styl	ie nead-snot								
Training / Assessment Completed									
Course Reference/Title:							Date		
Course Reference/Title:							Date		
Authorisation Codes									
Authorisation codes									
ENWL Sponsoring Manager									
Name									
Job Title									
I confirm that the authorisation requested is required by the applicant to carry out work for Electricity North West Limited. I have examined and approved the supporting documents as valid proof of the candidate's competency to carry out this work									
Signature							Date		

Please return completed forms and supporting documents to: System Operations, Electricity North West Limited, Training Academy, 6 Dyneley Road, Blackburn, BB1 3AB, Email – <a href="mailto:TheAcademy@enwl.co.uk">TheAcademy@enwl.co.uk</a>, Telephone - 08433114747, Fax - 08433 11498

# **Renewal / Change of Company Authorisation Request**

Applicant 1 Full Name						ENWL/0	Contractor No		
Change of Company (please tick) ✓	Yes		No						
Renew all Codes (please tick) ✓	Yes		No		If No – please list Codes to be withdrawn				
Polyment Formed Defends on Training Common Many deal									
Relevant Formal Refresher Training Courses Attended  Course Reference/Title: S185 or equivalent - Emergency First Aid (mandatory)  Date									
Course Reference/Title:	3103	S185 or equivalent - Emergency First Aid (mandatory)							
								Date	
Course Reference/Title: Date									
<u>-</u>									
Applicant 2 Full Name		1	1	1		ENWL/0	Contractor No		
Change of Company (please tick) ✓	Yes		No				1		
Renew all Codes (please tick) ✓	Yes	Yes No If No – please list Codes to be withdrawn							
Relevant Formal Refresher Training Courses	Attende	d							
Course Reference/Title:	S185	or equi	valent	- Eme	rgency First Aid (mandatory)			Date	
Course Reference/Title:								Date	
Course Reference/Title:								Date	
Applicant Full Name						ENWL/0	Contractor No		
Change of Company (please tick) ✓	Yes		No						
Renew all Codes (please tick) ✓	Yes		No		If No - please list Codes to be with	ndrawn			
Relevant Formal Refresher Training Courses Attended									
Course Reference/Title:	1		valent	- Eme	rgency First Aid (mandatory)			Date	
Course Reference/Title:	0.00	o. 04a.			genery motività (manaziony)			Date	
Course Reference/Title:								Date	
Line Monogov									
Line Manager									
Name									
Job Title									
Company / Address									
Telephone									
Email									
Please check that you wish your staff member to retain all their existing authorisation codes. List any codes to be withdrawn (i.e. there is no longer a business need for code(s) due to a change of duties, etc.). Any additional codes required will need to be applied for using an 'Additional Authorisation Codes Request' form									
Signature							Date		
ENWL Sponsoring Manage	er								
Name									
Job Title									
Signature  Please return completed forms and sup-	norti	dec	merel	0 4 a - 1	System Operations Floatsick N	lorth \A/	Date	inina A-	adomy 6
Figure return completed forms and slip	OCITIDA	COCH	mente	S 10. ,	avaiem Coefations, Electricity N	IDITO WAS	ted Ira	muna Ac	AURIUV D

Please return completed forms and supporting documents to: System Operations, Electricity North West Limited, Training Academy, 6 Dyneley Road, Blackburn, BB1 3AB, Email – <a href="mailto:TheAcademy@enwl.co.uk">TheAcademy@enwl.co.uk</a>, Telephone - 08433114747, Fax - 08433 11498

## **Additional Codes Authorisation Request**

(Request Form for Employees/Contractors that hold a current Electricity North West Limited Authorisation)

Applicant					For Off	cial Use Only:				
Full Name					1					
Staff / Contractor Number					1					
Employer (contractors only)			Booking	Reference						
N.I. Number (contractors only)					1					
Craft					1					
Telephone		Interview Date								
Email						v Buto				
Line Manager										
Name										
Job Title										
Address										
Telephone										
Email										
Signature					Da					
Signature					Da	6				
Supporting Statement										
I confirm that the relevant formal/on-job training has been completed as detailed below:										
Training / Assessment	Cor	npleted								
Course Reference/Title:					Da	e				
Course Reference/Title:					Da	e				
	L									
Authorisation Codes										
ENNA 6 1 55										
ENWL Sponsoring Manager										
Name										
Job Title										
I confirm that the authorisation re and approved the supporting doc						imited. I have examined				
Signature					Da	е				

Please return completed forms and supporting documents to: System Operations, Electricity North West Limited, Training Academy, 6
Dyneley Road, Blackburn, BB1 3AB, Email – The Academy@enwl.co.uk, Telephone - 08433114747, Fax - 08433 11498

### Terms & Conditions for Booking Form

### STANDARD TERMS OF TRADING

### 1 **DEFINITIONS**

1. The following definitions shall have effect unless the context otherwise dictates:

"Contract" means the Contract between ELECTRICITY NORTH WEST LIMITED and the Customer for the provision of Services which shall consist of these Conditions, ELECTRICITY NORTH WEST LIMITED's quotation or proposal or any documentation referred to in it, and the Customer's booking form. If there shall be any inconsistency between the documents comprising the Contract they shall have precedence in the order set out above;

ELECTRICITY NORTH WEST LIMITED "Customer" means the person, firm or corporation for whom any Service is undertaken by ELECTRICITY NORTH WEST LIMITED in accordance with the Contract;

"Services" mean the supply of the services defined in ELECTRICITY NORTH WEST LIMITED s quotation or proposal or (if none) the Customer's order;

"ENWL" means ELECTRICITY NORTH WEST LIMITED;

"Working Days" means Monday to Friday (inclusive) excluding weekends and statutory bank holidays.

#### 2 THE SERVICES

- 2.1 ENWL shall provide the Services subject to these Conditions. The date or time of the performance of the Services shall be at the reasonable discretion of ENWL. All times, dates or periods given for the performance of Services are given in good faith but without any liability on ENWL's part.
- 2.2. ENWL shall be entitled to delay or cancel performance of the Services or to reduce the amount of Services to be performed if and to the extent that it is prevented from or hindered in or delayed through any circumstances beyond its reasonable control, including but not limited to strike, lockout, inclement weather, power failure, failure/non availability of any site/Computer Facilities, war, or act of God.
- 2.4 It is agreed that if any of the Services included in the Contract have been performed before the formation of this Contract, these terms shall apply to those Services.

### 3 PRICE and PAYMENT

- 3.1 Prices will remain valid for a period of 30 days from the date of ENWL's quotation. If the written acceptance by the Customer of the quotation is not received by ENWL within such 30 day period, together with such payment as may then be due in accordance with Condition 3.2 below, ENWL's estimated prices and delivery schedule in the quotation may be subject to change and ENWL will be under no obligation to provide the Services. Unless stated to be fixed for a given period, ENWL's charges are subject to adjustment to take into account any variation in costs of ENWL.
- 3.2. Unless otherwise agreed by ENWL in writing, the Customer shall pay for the Service in full in advance upon the return of ENWL's booking form.
- 3.3. Time for payment by the Customer shall be of essence. Any sums which remain unpaid for a period of 14 days after the due date for payment shall without prejudice to ENWL's other rights and remedies be subject to interest at the rate of 4% above the base rate from time to time of National Westminster Bank plc compounded daily on the amount outstanding until paid in full. The Customer shall not exercise any set off withholding, or any other similar right or claim.
- 3.4 All prices quoted are exclusive of Value Added Tax which shall be added to all invoices at the rate applicable as at the date of invoice and shall be payable by the Customer.
- 3.5 In the event of cancellation by the Customer the following cancellation charges will apply:
  - a) more than 21 Working Days written notice payment of 50% of the price;
  - b) less than 21 Working Days written notice payment of 100% of the price;

The Customer may, as an alternative to cancellation, substitute delegates at any time before the start of the event, except that substitute delegates are not permitted for either Electrical Courses which are followed by a Competency Accreditation Assessment, or Electrical Refresher Competency Accreditation training events.

### 4 INTELLECTUAL PROPERTY

- 4.1. The ownership and sole right to any patent, copyright, trademark, design right, registered design right, trade name, database rights, know how and any other industrial or intellectual property right whether registered or unregistered including the right to apply for any of the foregoing (collectively "Intellectual Property Rights") in or relating to any material document, data or information designed, created, prepared or provided by ENWL or its personnel for or to the Customer for the purposes of the Contract or in connection with the Services ("the ENWL IPR's") shall be vested in ENWL or its nominee. The Customer hereby assigns the ENWL IPRs to ENWL or its nominee with the intent that upon the making or creation thereof the ENWL IPRs shall automatically vest in ENWL or its nominee.
- 4.2. At the request of ENWL LTD(and notwithstanding the termination of this Contract) the Customer shall sign and execute and procure the signature and execution of all such documents and so all such acts as ENWL may reasonably require to enable ELECTRICITY ENWL to defend and enforce its rights in the ENWL IPR's and to bring any proceedings for infringement of any of the ENWL IPR's.
- 4.3. All materials, information, documents or data provided by ENWL to the Customer pursuant to the Contract including but not limited to information relating to the business affairs of ENWL shall be kept secret and confidential by the Customer and shall not be disclosed by the Customer to any third party provided that the foregoing undertakings shall not apply to any materials, information, documents or data which are public knowledge at the time when they are provided or become public knowledge through no fault of the Customer.

### 5 SITE CONDITIONS

5.1. Where ENWL is to provide the Customer with Services at a ENWL site, the following shall apply:

- a) The facilities provided will be as set out in ENWL's quotation save to the extent that these may be varied by written agreement between the parties and will (in the absence of specific provision to the contrary) exclude all meals and refreshments, incidentals and overnight accommodation:
- b) The Customer will and will ensure that all persons attending the site will:
  - i) observe safety, fire and security regulations; and
  - ii) act in a seemly manner and obey the rules of the site and instructions of ENWL 's authorised representatives;
- c) ENWL reserves the right to refuse entry or to eject from any ENWL site any person who in its opinion by his or her conduct breaches or is likely to breach the rules and regulation referred to in Condition 5.1 (b) or whose conduct prejudices or is likely to prejudice the proper, safe and secure running of the ENWL site in which no refund of fees or incidentals shall be allowed;
- d) The Customer agrees and accepts that ENWL shall not be responsible for the safety of any vehicle or its contents parked in ENWL sites' car parks, or the driveways or anywhere in the grounds and that ENWL will not be responsible for the safety or security of any personal belongings unless accepted for safe keeping by a responsible member of staff and a receipt given.
- 5.2. Where the Services to be provided by ENWL involve the use of ENWL's personal computer training facilities ("Computer Facilities"), the following shall apply:
- No software shall be loaded onto or copied from the network of any personal computer of the Customer onto the Computer Facilities;
- b) Prior to the commencement of any event all diskettes belonging to the Customer must be surrendered to ENWL for virus checking. The Customer shall not load any diskette onto the Computer Facilities without the diskette having been handed to ENWL for these purposes;
- c) Technical support will not be available during the evenings or the weekends and ENWL will not be responsible for any consequent disruption caused by equipment failures (whether failure of the Computer Facilities or any personal computers belonging to the Customer);
- d) The Customer shall not move, modify or otherwise interfere with ENWL's equipment in any way without the express consent of a member of ENWL's technical support staff;
- e) In the event that any of ENWL's equipment is lost or damaged in any way then (without prejudice to any other remedy which ENWL's may have, whether under these Conditions, or otherwise) the Customer shall pay to ENWL the full cost of replacing or (at ENWL's option) repairing such equipment, save to the extent that the loss or damage is caused by the wilful or negligent act or omission of ENWL or any of its employees.
- 5.3. Where ENWL is to provide the Customer with Services otherwise than at a ENWL site, the following shall apply:
- a) The facilities will be provided by the Customer at no cost to ENWL and will be as set out in ENWL's quotation or (if none) as may reasonably appropriate for the Services. Save to the extent that these may be varied by written agreement between the parties, the facilities will (in the absence of specific provision to the contrary) include such refreshment as is appropriate (e.g. morning coffee, lunch, afternoon tea), all other meals, incidentals and overnight accommodation for ENWL's personnel. The price excludes the costs of accommodation, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom ENWL engages in connection with the Services, which shall be invoiced separately and paid by the Customer within 14 days of the date of ENWL's invoice and otherwise in accordance with Condition 3 and 6].
- b) ENWL will and will ensure that all its personnel attending the site will:
  - i) observe safety, fire and security regulations as advised in advance to ENWL; and
  - ii) act in a seemly manner and obey the rules of the site and instructions of the Customer's authorised representatives:
- c) The Customer shall promptly and in advance of the commencement of the Services inform ENWL of any health and safety hazards affecting the site or the local provision of the Services;
- d) If the Services or any part of them are delayed or prolonged by any act or omission of the Customer or any inadequacy (temporary or otherwise) of the site or the facilities, ENWL shall not be liable for such delay or prolongation and the Customer shall pay ENWL's reasonable charges (including profit) for any additional hours or costs incurred.

### 6 LIABILITY

- Nothing in the Contract shall have the effect of excluding or restricting the liability of either party for death or personal injury resulting from its negligence or for fraudulent misrepresentation for so long as the imposition of such limit is unlawful.
- Subject to clause 6.1 above, the aggregate liability of ENWL to the Customer under or in connection with the Contract whether in contract, tort (including negligence), breach of statutory duty, breach of warranty, non fraudulent misrepresentation, under any indemnity or otherwise howsoever in respect of any liability, loss, costs, claims, damage or expenses of whatsoever nature and howsoever caused shall be limited to and in no circumstances exceed the lesser of;
  - a) the total amount paid for the Services in accordance with the Contract; or
  - b) (where the Contract relates to Services which are performed on a series of separate occasions) the amount paid in respect of the particular Services which were performed negligently or in breach of contract or which resulted in the breach of warranty or breach of statutory duty or non fraudulent misrepresentation concerned or which is subject of an indemnity

Provided that if ENWL is entitled to recover and does recover (after any deductible or excess) any monies from its public liability or property insurances in respect of such liability to the Customer, ENWL's maximum liability shall be increased to the amount of the insurance monies received.

- 6.3 ENWL shall not be liable (whether in contract, tort (including negligence), for breach of statutory duty, breach of warranty, non fraudulent misrepresentation, under any indemnity or otherwise howsoever) for
  - a) any special or indirect loss or damage of any kind whatsoever and howsoever caused, or
  - b) for any loss of profits, or
  - c) loss of income, or

- d) loss of business, or
- e) loss of revenue, or
- f) loss of production, or
- g) loss of goodwill, or
- h) loss of anticipated savings, or
- i) loss of data, or
- j) losses calculated by reference to profits, income, business, revenue, goodwill, anticipated savings or data whether the same shall constitute direct, special or indirect or consequential loss arising out of or in connection with this Contract
- 6.4 The Customer shall indemnify ENWL and keep ENWL fully indemnified from and against all losses, damages, demands, claims, charges, costs and expenses suffered or incurred by ENWL and for which it may be liable to any third party due to or arising from or in connection with:
  - a) failure of the Customer to comply with any of the provisions of these Conditions; or
  - b) the negligent or wilful acts or omissions of the Customer, its employees or agents; or

any damage caused to the whole or any part of ENWL's site, premises or equipment by the wilful or negligent act or omission of the Customer, its employees or agents.

#### 7 NOTICES

- 7.1 A notice given to a party under or in connection with this Contract shall be (a) in writing in English; (b) signed by or on behalf of the party giving it; (c) sent for the attention of the person, at the address or fax number specified in clause 7.2 (or to such other address, fax number or person as that party may notify to the other, in accordance with the provisions of this clause); and (d) either
  - (i) delivered personally; or
  - (ii) sent by commercial courier; or
  - (iii) sent by fax; or
  - (iv) sent by pre-paid first-class post or recorded delivery; or (v) sent by airmail requiring signature on delivery.
- 7.2 The addresses for service of a notice are as follows:
  - (a) ELECTRICTY NORTH WEST SERVICES LTD:
    - (i) address: Electricity North West Limited Electrical Training Centre, Wigan WwTW Deans Lane HOSCAR L40 4BL
    - (ii) for the attention of: Training Manager
    - (iii) fax number: 01257 623286.
  - (b) Customer:
    - (i) address: the invoice address shown on page 1 or the registered office of the Customer
    - (ii) for the attention of: the Contact name shown on page 1, or the Managing Director
    - (iii) fax number: the fax number shown on page 1.
- 7.3 If a notice or other communication has been properly sent or delivered in accordance with this Contract, it will be deemed to have been received as follows:
  - (a) if delivered personally, at the time of delivery; or
  - (b) if delivered by commercial courier, at the time of signature of the courier's receipt; or
  - (c) if sent by fax, at the time of transmission; or
  - (d) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second day after posting; or
  - (e) if sent by airmail, five days from the date of posting.
  - (d) if deemed receipt under this clause is not within business hours (meaning 9.00 am to 5.30 pm on a Working Day), the notice is deemed to have been received when business next starts in the place of receipt.

### 8 GENERAL

- 8.1 This Contract supersedes any prior arrangement relating to the provision of the Services and embodies the entire understanding of the parties as to its subject matter and there are no promises, terms, conditions or obligations, oral or written, express or implied other than those stated here.
- 8.2 No variation to the terms of this Contract shall be valid unless made in writing and signed by authorised representatives of each party.
- 8.3. ENWL may at any time assign, transfer or novate all or any of its rights and obligations under this Contract to a third party.
- 8.4 Failure to exercise, or any delay in exercising, any right or remedy provided under this Contract or by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy.
- 8.5 If a provision of this Contract (or part of any provision) is found to be illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable. If such a modification is not possible, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 8.6 This Contract and any documents referred to in it constitute the whole Contract between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of this Contract. This Contract prevails over any documentation provided by the Customer other than as expressly referred to in this Contract, or implied by law, trade custom, practice or course of dealing.
- 8.7 Each party acknowledges that, in entering into this Contract and the documents referred to in it, it does not rely on any statement, representation, assurance or warranty ("Representation") of any person (whether a party to this Contract or not) other than as expressly set out in this Contract or those documents. Each party agrees that the only remedies available to it arising out of or in connection with a Representation shall be for breach of contract as provided in this Contract. Nothing in this clause shall limit or exclude any liability for fraud.

8.8. English law is applicable to the Contract and the parties agree to submit to the exclusive jurisdiction of the English Court.